

PAUL J. PASCUZZI, CA State Bar No. 148810
FELDERSTEIN FITZGERALD
WILLOUGHBY & PASCUZZI LLP
400 Capitol Mall, Suite 1750
Sacramento, CA 95814
Telephone: (916) 329-7400
Facsimile: (916) 329-7435

Attorneys for Elli M. A. Mills, J.D., MBA, Receiver

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

USACM LIQUIDATING TRUST,

Plaintiff,

v.

PLACER COUNTY LAND
SPECULATORS, LLC, aka PLACER
COUNTY LAND INVESTORS, LLC; et
al,

Defendants

Civil Action No. 2:08-cv-01276-KJD-RJJ

Date: March 18, 2014
Time: 9:00 a.m.
Judge: Hon. Kent J. Dawson

**ORDER AUTHORIZING RECEIVER TO EMPLOY
SPECIAL COUNSEL FOR REAL ESTATE MATTERS AND
PURSUE QUIET TITLE ACTION**

Upon consideration of the Motion of Receiver for Order Authorizing Receiver to Employ Special Counsel for Real Estate Matters and Pursue Quiet Title Action [Docket No. 755], after a hearing on proper notice, the Court having considered the motion and arguments, and good cause appearing,

IT IS ORDERED that:

1. The Motion is granted;
2. The Receiver is authorized to employ Sinclair, Wilson, Baldo & Chamberlain (“SWB&C”) as his special real estate counsel herein. A full description of the terms of retention is contained in the attached Exhibit A;
3. The Receiver is authorized to pay SWB&C its fees and costs in accordance with

ORDER AUTHORIZING RECEIVER
TO EMPLOY SPECIAL REAL
ESTATE COUNSEL

1 paragraph 13 of the Receivership Order;

2 4. The Receiver is authorized to pursue a quiet title action as described in the Motion;
3 and

4 5. The Receiver is authorized to take all such action as necessary to effectuate the
5 terms of this order on behalf of the receivership estate, including executing any and all
6 documents.

7 Dated: March 27, 2014.



8
9 United States District Judge
District of Nevada

EXHIBIT A



2390 Professional Drive, Roseville, CA 95661
(916) 783-5281 / Fax (916) 783-5232
www.swbc-law.com

ATTORNEY-CLIENT FEE CONTRACT
(Hourly Rate -- Litigation)

This document (the "agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Sinclair Wilson Baldo & Chamberlain, will provide legal services to you, the undersigned, on the terms set forth below.

1. **SCOPE OF SERVICES.** You are hiring us as your attorneys, to represent you in the following matter:

Quiet Title action filed in the Superior Court of Placer County, California, seeking to eliminate of record certain abandoned mineral claims and related access easements encumbering property under the control of Elli M. A. Mills, as Court Appointed Receiver, and other related issues.

We will provide those legal services reasonably required to represent you. We will take reasonable steps to keep you informed of progress and to respond to your inquiries. If a court action is filed, we will represent you through trial and post-trial motions. After judgment we will not represent you on appeal or in execution proceedings. Unless you and we make a different agreement in writing, this agreement will govern all future services we may perform for you.

2. **CLIENT'S DUTIES.** You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this agreement, to pay our bills and to keep us advised of your address, telephone number and whereabouts.
3. **INITIAL FIXED FEE CHARGE.** No initial fixed fee charge will be required.
4. **RETAINER DEPOSIT.** No retainer will be required.
5. **DEPOSIT IN ADVANCE OF TRIAL AND REPLENISHMENT OF RETAINER.** No deposit in advance of trial will be required.

6. **LEGAL FEES AND BILLING PRACTICES.** Subject to approval of the United States District Court, District of Nevada, in civil action no. 2:08-cv-01276-KJD-RJJ, you agree to pay by the hour at our prevailing rates for time spent on your matter by our legal personnel. Our current hourly rates for legal personnel (and billing rates) are set forth below.

Our current rates are \$350.00 per hour for partners, \$300.00 per hour for senior associates, \$250.00 per hour for associates, \$150.00 per hour for paralegals and \$0.00 per hour for secretaries.

Our personnel will charge for time in units of one-tenth (0.1) of an hour.

We will charge for time we spend on telephone calls relating to your matter, including calls with you, opposing counsel or court personnel. The legal personnel assigned to your matter will confer among themselves about the matter, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

7. **COSTS AND EXPENSES.** In addition to paying legal fees, you shall reimburse our firm for all costs and expenses incurred by our legal personnel, including, but not limited to, process servers' fees, fees fixed by law or assessed by court or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, in-office photocopying at \$.15 per page, parking, mileage at \$.565 per mile, on-line computer research at the rate charged by the service provider, fair-market rental charges associated with litigation support and/or trial presentation hardware and materials, investigation expenses, consultants' fees, expert witness fees and other similar items. You authorize our firm to incur all reasonable costs and to hire any investigators, consultants or expert witnesses reasonably necessary in our legal personnel's judgment. We shall obtain your consent before retaining outside investigators, consultants, or expert witnesses whose charges are in excess of \$500.00.

In litigation matters (cases filed or defended in Court on your behalf), California law typically allows the prevailing party to recover their costs of the litigation from the losing party. These costs, which include filing fees, witness fees and costs for depositions, are the sole and separate responsibility of the losing party. Client acknowledges his/her sole and separate responsibility for the discharge of any opposing party's cost bill, as allowed by California law.

8. **STATEMENTS AND FINANCE CHARGE.** We will send you periodic statements for fees and costs incurred. You shall pay our statements within 30 days after each statement's date. If the statement is not paid in full within 30 days, the unpaid portion shall thereafter incur finance charges of 1.5% per month (18% APR), compounded monthly, from the date of the statement until paid. No interest will be charged on retainage fees required by the Receivership Order if paid within six months of billing.

If you dispute any of the charges set forth in the statement, you must inform us in writing of the individual charges which you dispute. You agree to pay all non-disputed charges as set forth above. We agree that 30 days is a reasonable time for you to review and raise any claims you have concerning our bills and that if you do not dispute a charge within 30 days, it will be conclusively concluded the charge is correct. All payments under this contract are due and payable, and shall be received, at our office, located at 2390 Professional Drive, Roseville, Placer County, California, 95661.

9. Intentionally Omitted.
10. **DISCHARGE AND WITHDRAWAL.** You may discharge us at any time. We may withdraw with your consent or for good cause. Good cause includes your breach of this agreement, your refusal to cooperate with us or to follow our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical. When our services conclude, all unpaid charges will immediately become due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any funds or property of yours in our possession.
11. **DISCLAIMER OF GUARANTEE.** Nothing in this agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the outcome of your matter are expressions of opinion only.
12. **EFFECTIVE DATE** This agreement will take effect retroactive to the date we first performed services on your behalf. The date at the beginning of this agreement is for reference only. Even if this agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may have performed for you.
13. **DESTRUCTION/RETENTION OF CLIENT FILES.** At the conclusion of this law firm's participation in your legal matter, we will return all or a portion of the closed file to you upon your written request. We will retain the remainder of the file, which will be stored in an off-site storage facility at our expense, for a period of five (5) years, after which time the entire file will be destroyed.

DOCUMENT CONTINUED ON NEXT PAGE

14. **INSURANCE COVERAGE.** This law firm maintains errors and omissions liability insurance, which covers the services to be rendered under this agreement.

SINCLAIR WILSON
BALDO & CHAMBERLAIN

By: _____
Attorney – ROBERT F. SINCLAIR

I/We have read and understood the foregoing terms and agree to them, as of the date Sinclair Wilson Baldo & Chamberlain first provided services. If more than one party signs below, we each agree to be liable, jointly and severally, for all obligations under this agreement.

Date

Elli M. A. Mills, solely in his capacity as Court
Appointed Receiver in the United States District
Court, District of Nevada, Case no. 2:08-cv-01276-
KJD-RJJ.